

**UNIVERSAL SETTLEMENT AGREEMENT AND**  
**FULL RELEASE AND COMPLETE WAIVER**  
**OF ANY AND ALL CLAIMS OR POTENTIAL CLAIM(S)**  
**AGAINST LABATON OR ANY OF ITS**  
**PARTNERS, AGENTS OR REPRESENTATIVES**

This "Universal Settlement Agreement and Full Release and Complete Waiver of Any and All Claims or Potential Claims" ("Universal Settlement"), is entered into in by the individuals and entities which are identified as signatories below.

This Universal Settlement explicitly concerns and applies to the two settlement agreements which were entered into on or about 12/30/09 and 12/31/09; respectively entitled "Settlement and Full Waiver and Release" ("Labaton - Sillam Settlement") and "Global Settlement Agreement and Full Waiver and Release" ("Labaton - Alfonso Clients Settlement"), with both settlements collectively referred to as "The Settlements". By their signatures, "The Parties" as identified and defined below, evidence and confirm their respective authority to enter into this binding Universal Settlement.

**I.**  
**Parties**

The Parties to this Universal Settlement are: Labaton Sucharow, LLP ("Labaton") and the clients of S. George Alfonso, Gérard Sillam ("Sillam") and Maître Aldric Saulnier ("Saulnier"), who, together with their agents, or parties for whom they act or could act, are collectively referred to as the "Alfonso Clients".

**II.**

**Terms for Universal Release and Complete Waiver of Any Claims or Potential Claims**

The Parties to this Universal Settlement understand, acknowledge and agree to the following identified "Consideration" and the terms of this Universal Settlement. This Universal Settlement includes a release by the Alfonso Clients, not just of any and all claims or potential claims which either or both could possibly bring under The Settlements, but also includes a release and waiver by the Alfonso Clients regarding any claim or potential claim the Alfonso Clients have or could possibly have against Labaton or any of its partners, agents or representatives.

The Parties further acknowledge and agree that this Universal Settlement is fully integrated. All promises, additions, modifications of terms which were ever promised or agreed-upon that are not set forth herein (if any), are by the execution of this Universal Settlement, void.

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**A.****Universal Release and Complete Waiver of Any Claims or Potential Claims**

The Parties to this Universal Settlement understand, acknowledge and agree that upon the timely satisfaction of "The Consideration" made by Labaton as set forth herein, the Alfonso Clients shall universally and forever release and waive any claim or potential claim which could possibly be brought in any jurisdiction anywhere in the world for all time arising out of or in any way related to The Settlements, as well as any other claim or potential claim the Alfonso Clients have or could possibly have against Labaton or any of its partners, agents or representatives.

**B.****The Consideration for Universal Release**

The Parties to this Universal Settlement understand, acknowledge and agree that the above referenced Consideration shall consist exclusively of the following two items to be forthcoming from Labaton as set forth herein:

- Timely single payment of \$99,999.99 (ninety-nine thousand nine hundred ninety-nine dollars and ninety nine cents) as set forth and required herein ("Universal Settlement Payment");
- Assignment in full of Labaton's interest of the Belgium law firm Deminor's interest, in the Italian litigation ("Saipem"), filed in commercial court in Milan, Italy as set forth and described herein ("The Assignment");

**1.****Payment of Consideration**

The Parties understand, acknowledge and agree that time is of the essence regarding this Universal Settlement and as such, Labaton shall, within 24 hours of the completion of the execution of this Universal Settlement, wire the Universal Settlement Payment to the "Attorney-Client Trust Account" ("IOLTA") of The Law Offices of S. George Alfonso at Chase Bank as set forth below, with all wire costs (if any) paid by Labaton:

**Chase Bank IOLTA Account Information for Wiring Funds**

The Law Offices of S. George Alfonso

**IOLTA Account No.**  
1380360097

**IOLTA Routing No.**  
111000614




## 2.

**Assignment of Labaton's Interest in Full in Saipem Litigation**

The Parties understand, acknowledge and agree that The Assignment will take longer to facilitate and complete. The Parties understand, acknowledge and agree that as part of this Universal Settlement Labaton represents the following: that it introduced Petercam funds to the Deminor law firm: Petercam B Fund: Argenta Pensioenspaarfonds: Petercam Horizon B: Argenta Pensioenspaarfonds Defensive ("Deminor Clients"). Labaton is acting effectively as "liaison" counsel to Petercam. Labaton has no formal retention agreement with Deminor but in the event of any recovery by Petercam, and payment of fees to Deminor, Labaton will use its good faith efforts to obtain compensation of its interest (10%) of Deminor's interest, which Labaton assigns to the Alfonso Clients as part of the Consideration of this Universal Settlement. The Saipem litigation has been filed in Milan Italy but has yet to receive a docket number, which should be assigned in November. Upon issuance of the docket number, Labaton will timely forward said information to counsel for the Alfonso Clients, S. George Alfonso.<sup>1</sup>

## C.

**Survivability of "Section V" of The Settlement**

The Parties to this Universal Settlement understand, acknowledge and agree that all confidentiality and non-disparagement terms and obligations from The Settlements (both the Labaton – Sillam Settlement and the Labaton – Alfonso Clients Settlement), shall survive the execution of this Universal Settlement fully intact and shall endure without waiver, release or expiration.

Maitre Aldric Saulnier



08/15/2015

Date



Gérard Sillam

08/15/2015

Date

**Labaton Sucharow, LLP**

Chris Keller

Fully Authorized Representative  
of Labaton Sucharow, LLP

Date

The Parties understand, acknowledge and agree that S. George Alfonso is not being assigned any direct obligations or matters of counsel/representation regarding the Saipem litigation. The forwarding of the above-referenced information to him is done regarding the necessary information regarding the Consideration required for this Universal Settlement.

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Maitre Aldric Saulnier



08/15/2015

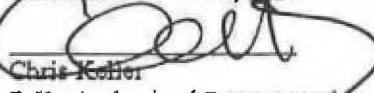
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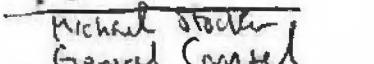
Date

Labaton Sucharow, LLP

  
Chris Keller  
Fully Authorized Representative  
of Labaton Sucharow, LLP

8-17-15

Date

  
Michael Doctor  
General Counsel

<sup>1</sup> The Parties understand, acknowledge and agree that S. George Alfonso is not being assigned any direct obligations or matters of counsel/representation regarding the Saipem litigation. The forwarding of the above-referenced information to him is done regarding the necessary information regarding the Consideration required for this Universal Settlement.